

Interstate Commerce Commission
Washington, D. C.

RECORDATION NO. *8891-B* Filed & Recorded

JUN 27 1978 - 10 30 AM

RECEIVED

JUN 27 10 30 AM '78

Gentlemen:

INTERSTATE COMMERCE COMMISSION

I. C. C.
FEE OPERATION BR.

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and 16 counterparts of a First Amendment dated as of February 15, 1978.

The First Amendment amends that certain Security Agreement and Indenture of Trust dated as of December 15, 1976, as Supplemented by Supplement No. 1 dated as of January 19, 1978. Said Security Agreement and Indenture of Trust was recorded with the Interstate Commerce Commission on July 19, 1977 at 11:00 A.M. and assigned Recordation No. 8891. Said Supplement No. 1 was recorded with the Interstate Commerce Commission on January 19, 1978 at 9:45 A.M. and assigned Recordation No. 8891-A.

The general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule A and Schedule B attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor:

Continental Illinois National
Bank and Trust Company of
Chicago, as Trustee under
U. C. Trust No. 13
231 S. LaSalle Street
Chicago, Illinois 60690

Secured Party:

Harris Trust and Savings Bank,
as Security Trustee
111 West Monroe Street
Chicago, Illinois 60690

The undersigned is the Secured Party named above and has knowledge of the matters set forth in the enclosed document.

Please return the original and 14 copies of the First Amendment to Ronald E. Roden, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

8-1784060

JUN 27 1978

Date

Fee \$ 10

Enclosures

Washington, D. C.

Very truly yours,

HARRIS TRUST AND SAVINGS BANK,
as Security Trustee

By *[Signature]*
Its VICE PRESIDENT
SECURED PARTY AS AFORESAID

Quintana - Spy Penhard

DESCRIPTION OF RAILROAD EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Numbers (both inclusive)</u>
71	5,250 cubic feet Railroad Covered Hopper Cars	RAIX 60804-60874
106	85' Flat Cars for Hopper Van Box and Van Box Container Service	RAIX 101-206

SCHEDULE A

DESCRIPTION OF RAILROAD EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Numbers (both inclusive)</u>
1	85' Flat Cars for Hopper Van Box and Van Box Container Service	RAIX 100
11	5250 cubic feet Railroad Covered Hopper Cars	RAIX 60947 through 60957
72	5270 cubic feet Railroad Covered Hopper Cars	RAIX 60875 through 60946

SCHEDULE B

Interstate Commerce Commission
Washington, D.C. 20423

6/27/78

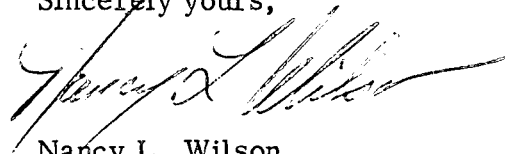
OFFICE OF THE SECRETARY

**Ronald E. Roden
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **6/27/78** at **10:40am** ,
and assigned recordation number(s) **8891-B**

Sincerely yours,



Nancy L. Wilson
Acting Secretary

Enclosure(s)

FIRST AMENDMENT

RECORDATION NO. *8894-B* Filed & Recorded

JUN 27 1978 - 10 42 AM

Dated as of February 15, 1976 ~~INTERSTATE~~ COMMERCE COMMISSION

FROM

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY
OF CHICAGO

As Trustee under
U. C. Trust No. 13

Debtor

TO

HARRIS TRUST AND SAVINGS BANK
As Security Trustee

Secured Party

Re:

U. C. Trust No. 13

Security Agreement and Indenture of Trust

Dated as of December 15, 1976

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ATTACHMENTS TO FIRST AMENDMENT:

Exhibit 1 - Class 7 Notes

FIRST AMENDMENT

Re:

UNION CARBIDE CORPORATION
(U. C. Trust No. 13)

THIS FIRST AMENDMENT dated as of February 15, 1978 from CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of December 15, 1976 (the "Debtor"), whose Post Office address is 231 South LaSalle Street, Chicago, Illinois 60690, to HARRIS TRUST AND SAVINGS BANK (the "Secured Party"), whose principal office is at 111 West Monroe Street, Chicago, Illinois 60690.

R E C I T A L S:

A. The Debtor and the Secured Party have heretofore entered into that certain Security Agreement and Indenture of Trust dated as of December 15, 1976 (the "Security Agreement") as security for the payment in full of all principal of and interest on the 8-1/2% Secured Notes, Series A, of the Debtor in the aggregate principal amount of not more than \$14,300,000 issued and to be issued under and pursuant to the Participation Agreement.

B. Unless otherwise defined herein to the contrary, the capitalized terms in this First Amendment shall have the respective meanings set forth therefor in the Security Agreement.

C. The Debtor and the Secured Party desire to amend the Security Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Debtor and the Secured Party hereby covenant and agree as follows:

I. AMENDMENTS TO SECURITY AGREEMENT.

1. Description of Series A Notes. (a) The commitment expiration date of the Note Purchasers set forth in the first sentence of Recital B of the Security Agreement shall be extended from July 19, 1978 to January 19, 1979.

(b) The last sentence of Recital B of the Security Agreement is hereby amended (i) by increasing the number of classes of Series A Notes from six to seven and (ii) by inserting at the end of said sentence the following description of the Class 7 Notes:

"(7) the Class 7 Notes are to be issued on the fourth Closing Date under the Participation Agreement in a principal amount equal to 75.75% of the Total Cost of the Vessels then being financed, are to be expressed to mature in 40 installments of principal in the respective amounts set forth with respect to the Class 7 Notes in the Annex to Exhibit 1 hereto, payable on July 19, 1979 and on the nineteenth day of each January and July thereafter to and including January 19, 1999."

2. Certain Definitions. The definition of the term "Marine Equipment Notes" set forth in Section 1 of the Security Agreement is hereby amended in its entirety as follows: "'Marine Equipment Notes' shall mean the Series A Notes of Classes 2, 4, 6 and 7."

3. Form of Class 7 Notes. Exhibit 1 to the Security Agreement is hereby amended by inserting after the description of the Class 6 Notes in Annex A thereto a description of the Class 7 Notes as set forth in Exhibit 1 hereto.

II. MISCELLANEOUS.

1. Successors and Assigns. Whenever any of the parties hereto is referred to such reference shall be deemed to include the successors and assigns of such party; and all the covenants, premises and agreements in the Security Agreement, as amended hereby, contained by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the respective successors and assigns of such parties whether or not so expressed.

2. Law Governing. This First Amendment shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

3. Headings and Table of Contents. The headings of the sections of this First Amendment and the Table of Contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

4. Counterparts. This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one agreement.

5. Construction. This First Amendment shall be construed in connection with and as part of the Security Agreement and all terms, conditions and covenants contained in the Security Agreement except as herein modified shall be and remain in full force and effect.

6. Reference to Security Agreement. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Security Agreement and Indenture of Trust dated as of December 15, 1976" without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this instrument to be executed, all as of the day and year first above written.


CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Trustee under U. C. Trust No. 13

[Corporate Seal]

By 
Its Vice President

DEBTOR

Attest:


Trust Officer


HARRIS TRUST AND SAVINGS BANK, as
Security Trustee

[Corporate Seal]

By 
Its VICE PRESIDENT

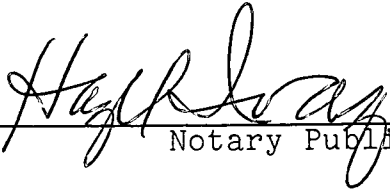
SECURED PARTY

Attest:


Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26 day of MAY, 1978, before me personally appeared DONALD W. ALEVIN, to me personally known, who being by me duly sworn, says that he is the Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public Hazel Lutz

[NOTARIAL SEAL]

My Commission Expires: December 6, 1981

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 21st day of JUNE, 1978, before me personally appeared R. S. STAM, to me personally known, who being by me duly sworn, says that he is the Vice President of HARRIS TRUST AND SAVINGS BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

My Commission Expires: NOVEMBER 29, 1980

CLASS 7 NOTES

(i) Thirty-nine installments of principal in the respective amounts set forth below (said amounts being expressed as percentages of the original principal amount hereof) payable on the nineteenth day of each January and July in each year, commencing July 19, 1979 to and including July 19, 1998, together with interest from and including the date hereof, to but not including July 19, 1998 at the rate of 8-1/2% per annum computed on the basis of a 360-day year of twelve consecutive 30-day months (the "Bond Basis") on the unpaid principal hereof payable semiannually on the dates for payment of installments of principal set forth above:

<u>Payment No.</u>	<u>Amount of Payment</u>	<u>Payment No.</u>	<u>Amount of Payment</u>
1	.991839%	21	3.495610%
2	1.033992%	22	3.199282%
3	1.077937%	23	3.335251%
4	1.123749%	24	3.037549%
5	1.171508%	25	3.166645%
6	1.221297%	26	2.868750%
7	1.273203%	27	2.990672%
8	1.327314%	28	2.692576%
9	1.383725%	29	2.807010%
10	1.442533%	30	2.657849%
11	1.783123%	31	2.770808%
12	1.858906%	32	2.773970%
13	1.977069%	33	2.891864%
14	2.061094%	34	2.895166%
15	2.148691%	35	3.018211%
16	3.467615%	36	3.021656%
17	3.614989%	37	3.150076%
18	3.499894%	38	3.153672%
19	3.648639%	39	3.287703%
20	3.353103%		

; followed by

(ii) A final installment in an amount equal to the entire principal remaining unpaid as of said date, together with interest from and including July 19, 1998 to but not including January 19, 1999 at the rate of 8-1/2% per annum computed on the Bond Basis on the unpaid principal hereof payable on January 19, 1999.